



THE HONORABLE \_\_\_\_\_

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

MATTHEW KATZ, as an individual;

Plaintiff,

v.

GENERAL AUCTION COMPANY, a  
California corporation,

Defendants.

NO. 3:23-cv-5057-BHS

CIVIL COMPLAINT for:

1. Fraud;
2. Negligence;
3. Punitive Damages;
4. Interference with Contractual Relations;  
and,
5. Infliction of Emotional Distress

**CIVIL COMPLAINT**

**I. THE ACTION'S TYPE AND PERTINENT FACTS** \_\_\_\_\_

1. This action arises from Katz's purchase, at auction, of trucks and equipment from the Defendant GAC Auction Company (hereinafter "GAC") in the autumn of 2020, included a flat-bed truck, a box truck and a forklift that he needed for his workers to use at a job site to load the purchased trucks the same day he took possession of all from GAC.

- 1   **2. The gravamen of the action concerns the negligence and recklessness of one of**  
2       **GAC's principal workers' statements to the chief of Katz's two drivers who had noted**  
3       **a tail-light was broken on one of the trucks while using a big forklift to load Katz's**  
4       **purchased forklift onto Katz's purchased flat-bed truck, and had complained about it**  
5       **to said GAC principal. The GAC principal turned to Katz's drivers and said to them**  
6       **in so many words "well, what do you expect---none of these vehicles pass**  
7       **inspection", fraudulently misrepresenting to said drivers that they were not legal to be**  
8       **driven by them to me out of state. As a result, Katz's main driver then left GAC's**  
9       **premises upset, exclaiming that he would not drive a truck without inspection and**  
10       **jeopardize his commercial license.**
- 11   **3. Katz's other driver and remaining crew also left as a result of the GAC principal's**  
12       **recklessly and negligently leading misleading statement to Katz's transport team.**
- 13   **4. GAC failed to inform Katz's drivers that driving and delivering his newly purchased**  
14       **trucks to him at the contracted destination of his home in Washington was perfectly**  
15       **legal, since in Washington no smog inspection is required. Because GAC required**  
16       **that the purchase of the trucks was being made by an out-of-state purchaser or dealer**  
17       **only to ensure no violation of California smog ban laws, GAC should be held**  
18       **liable to me for their workers' fraudulent statement to Katz's driver.**
- 19   **5. As a result of GAC's worker's fraudulent statement to Katz's driver, but for which**  
20       **Katz's drivers would have loaded into the trucks the packaging equipment Katz**  
21       **needed to transport from his California storage facility to his home in Washington,**  
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1 Katz suffered economic losses both in the total amount I paid at auction  
2 approximating \$13,000.00 (Thirteen Thousand Dollars), the \$3,000.00 (Three  
3 Thousand Dollars) Katz paid to his crew manager, Annie Mojet Young and the lost  
4 revenue from Katz's packaging business which is reasonably estimated to have been  
5 Fifty Thousand Dollars (\$50,000.00) loss in revenue conservatively speaking.  
6

7 6. Additionally, GAC should also be held liable to Katz for the additional twenty-four  
8 (24) months of rent at his storage units in Oxnard, California since he has never had  
9 the money until this past August 2022 with which to finally have moved his  
10 packaging machinery Katz's home here in Washington, which approximates Twenty-  
11 Two Thousand Dollars (\$22,000.00).  
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13 7. Katz also asserts that the considerable emotional distress that GAC's fraud has caused  
14 him has been more than substantial if not outrageous emotional distress in resultant  
15 effect, since he was one month short of his 91<sup>st</sup> Birthday at the time of the alleged  
16 fraud and economic damages to him by GAC, and that therefore he should be  
17 awarded punitive damages for fraud and additionally damages for infliction for  
18 emotional distress.  
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## 21 II. PARTIES

22 8. Katz is a male, aged 93, and a current full-time resident at the 5619 Sunrise Beach Rd.  
23 NW, Olympia, Washington 98502 premises at which address he has been a resident for  
24 nearly 40 (forty) years.  
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2 **9.** Based upon information and belief, the Defendant corporation GAC is located at 1740 W.  
3 Redlands, California 92373, with telephone number (714) 670-8510.  
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5 **III. JURISDICTION**

6 **10.** Plaintiff and the Defendant corporation are residents of two different states and the amount  
7 of damages exceeds \$75,000.00 (Seventy-Five Thousand Dollars) exclusive of interest and  
8 costs, and therefore this federal court has subject matter jurisdiction over the action pursuant to  
9 28 U.S.C. § 1332.  
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11 **11.** This federal Court possesses long arm personal jurisdiction over Korn pursuant to RCW  
12 4.28.185 (1), Washington's long-arm statute, to the extent permitted by the Due Process Clause  
13 of the United States Constitution. *MBM Fisheries*, 60 Wn. App. at 423. Specifically, RCW  
14 4.28.185 provides in pertinent part: (1) Any person, whether or not a citizen or resident of this  
15 state, who in person or through an agent does any of the acts in this section enumerated,  
16 thereby submits said person, and, if an individual, his or her personal representative, to the  
17 jurisdiction of the courts of this state as to any cause of action arising from the doing of any of  
18 said acts: (a) The transaction of any business within this state; . . . . (3) Only causes of action  
19 arising from acts enumerated herein may be asserted against a defendant in an action in which  
20 jurisdiction over ' may him or her is based upon this section."  
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22 **12.** Each of those causes of action arise from and are connected with said nonresident  
23 corporation GAC's aforementioned actions. See *Shute v. Carnival Cruise Lines*, 113 Wn. 2d  
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1 763, 767, 783 P. 2d 78 (1989) (quoting *Deutsch v. W. Coast Mach. Co.*, 80 Wn. 2d 707, 711,  
2 497 P. 2d 1311 (1972)).

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4 **IV. VENUE**

5 **13.** Venue is proper in this federal court situated in the County of Thurston, State of  
6 Washington since the Subject Property is located at the County of Thurston in the City of  
7 Olympia.

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9 **VI. CAUSES OF ACTION**  
10 **First Cause of Action**  
11 **(For Fraud)**

12 **14.** Katz re-alleges and incorporates the allegations contained in all the preceding paragraphs  
13 as though fully set forth at this place.

14 **15.** But for the fraud engaged in by GAC by and through its knowingly and falsely misleading  
15 statements made by its principal employee to Katz's chief driver and transport crew, Katz  
16 never received the equipment he needed to transport to his home in Washington and lost  
17 money on this in addition to his GAC purchase transaction.

18 **Second Cause of Action**  
19 **(Negligence)**

20 **16.** Katz re-alleges and incorporates the allegations contained in all the preceding paragraphs  
21 as though fully set forth at this place.

22 **17.** Katz alleges that GAC engaged in negligence through the falsely misleading statements of  
23 its principal to his chief driver, in violation of its duty of care to Katz.  
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**Third Cause of Action  
(Punitive Damages)**

**19.** Katz re-alleges and incorporates the allegations contained in all the preceding paragraphs as though fully set forth at this place.

**20.** Katz seeks punitive damages based upon the alleged frauds of the Defendant corporation GAC's frauds.

**Fourth Cause of Action  
(For Interference with Contractual Relations)**

**21.** Katz re-alleges and incorporates the allegations contained in all the preceding paragraphs as though fully set forth at this place.

**22.** Defendant corporation GAC at all relevant times knew that Katz had to transport contents of his California storage units inclusive of his machine packaging operation's equipment to his home in Washington.

**23.** The Defendant corporation GAC's principal employee's knowingly, recklessly and negligently misleading false statements to Katz's chief driver and transport crew resulted in the disruption of Katz's packaging operations.

**Fifth Cause of Action  
(For Intentional Infliction of Emotional Distress)**

**24.** Katz re-alleges and incorporates the allegations contained in all the preceding paragraphs as though fully set forth at this place.

**25.** Defendant corporation GAC's principal employee's negligently and recklessly misleading statement to Katz's chief driver and transport crew compounded 91 year old Katz's mental and

1 physical handicaps and frailties, in infliction of emotional distress to Katz.

2 **PRAYERS FOR RELIEF**

3 Katz as Plaintiff prays that the Court will:

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5 A. Order that Defendant corporation GAC pay Katz damages in the amount of One Hundred  
6 Fifty Thousand Dollars (\$150,000.00) for the fraudulent statements made his driver.

7 B. Order, that Defendant corporation GAC pay Katz the sum of One Hundred Thousand  
8 Dollars (\$100,000.00) for the negligence and recklessness of its principal employee in his  
9 misleading but destructive remarks to Katz's main driver..  
10

11 C. Order that Katz be awarded punitive damages against the Defendant corporation GAC,  
12 In treble award of the aforementioned One Hundred Fifty Thousand Dollars (\$150,000.00)  
13 fraud damages.  
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15 D. Order that Defendant corporation GAC pay Katz damages in the amount of Fifty  
16 Thousand Dollars ("Fifty Thousand Dollars") for its interference with Katz's contractual  
17 relations of Katz in his machine packaging operations.

18 E. Order that Defendant corporation GAC pay Katz damages in the amount of One  
19 Hundred Thousand Dollars ("\$100,000.00) for infliction of emotional distress upon Katz  
20 Through its principal employee's reckless and negligent misleadingly false statements to  
21 Katz's chief driver.  
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23 F. Order that Defendant corporation GAC reimburse Katz for costs of suit.  
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1  
2 DATED this 3rd day of January 2023.

3 MATTHEW KATZ, PLAINTIFF *PRO SE*

4  
5 By: 

6 Matthew Katz, Plaintiff *pro se*

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8 Olympia, WA 98502

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